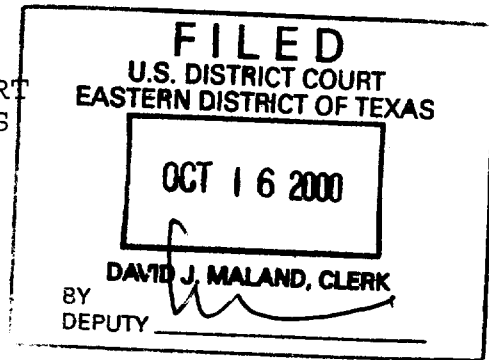


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION



NATHAN L. JACKSON, Individually §
and on behalf of a putative §
class of similarly situated §
individuals, §

Plaintiffs, §

V. §

EAST TEXAS MEDICAL CENTER, §
ATHENS, ET AL, §

Defendants and §
Third-Party Plaintiffs, §

V. §

AETNA HEALTH AND LIFE §
INSURANCE COMPANY, ET AL, §

Third-Party Defendants. §

CIVIL ACTION NO. 6:00-CV-442

CONNECTICUT GENERAL'S ORIGINAL ANSWER
TO DEFENDANTS' FIRST AMENDED THIRD-PARTY COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

COMES NOW Connecticut General Life Insurance Company [hereinafter "Connecticut General"], one of the Third-Party Defendants herein, and would respectfully show the Court the following in answer to Defendants' First Amended Third-Party Complaint [hereinafter "Complaint"]:

I.

In answer to paragraph 12 of section I of the Complaint, Connecticut General admits that its registered agent, CT Corporation, may be served at 350 N. St. Paul Street, Dallas, Texas 75201, but states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in said section I.

II.

In answer to section II of the Complaint, Connecticut General states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

III.

In answer to section III of the Complaint, Connecticut General denies that it has any "agreements" or "contracts" with Defendants/Third-Party Plaintiffs with respect to any payments, refunds or discounts referenced in said section III, but states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in said section III.

IV.

In answer to section IV of the Complaint, Connecticut General denies that Defendants/Third-Party Plaintiffs are entitled to contribution or indemnity from Connecticut General, and denies that Connecticut General is liable to Defendants/Third-Party Plaintiffs for any erroneously-refunded payments, but states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in said section IV.

V.

In answer to section V of the Complaint, Connecticut General states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

VI.

In answer to section VI of the Complaint, Connecticut General denies that Defendants/Third-Party Plaintiffs are entitled to any relief from Connecticut General, but states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained therein.

VII.

To the extent not otherwise addressed above, Connecticut General denies each of the allegations contained in the Complaint.

VIII.

Connecticut General asserts that the claims asserted against it by Defendants/Third-Party Plaintiffs are barred by the applicable statutes of limitation, and by laches.

WHEREFORE, PREMISES CONSIDERED, Connecticut General prays that Defendants/Third-Party Plaintiffs take nothing by their suit against Connecticut General, and that Connecticut General recover its reasonable attorney's fees and costs from Defendants/Third-Party Plaintiffs, and for such other and further relief to which it may be justly entitled.

Respectfully submitted,


James L. Johnson
Texas Bar No. 10742020

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ATTORNEY-IN-CHARGE FOR
THIRD-PARTY DEFENDANT
CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of October, 2000, a true and correct copy of the foregoing was served on Michael E. Jones, counsel for Third-Party Plaintiffs, by certified mail, return receipt requested, and on each of the following attorneys by first class mail:

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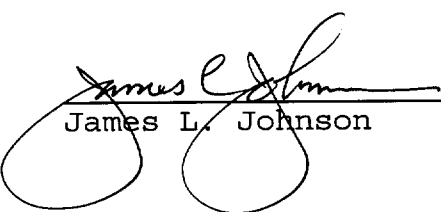
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